

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**  
Alexandria Division

IN RE:  
MARK ANTHONY ANDERSON  
Debtor

Case No. 19-10888-KHK

Chapter 13

---

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING  
Movant

v.  
MARK ANTHONY ANDERSON  
Debtor/Respondent  
and  
LATAUNIA ANDERSON  
Co-Debtor/Co-Respondent  
and  
THOMAS P. GORMAN  
Trustee/Respondent

---

**NOTICE OF DEFAULT**

Upon information provided by NewRez LLC d/b/a Shellpoint Mortgage Servicing (the “Movant”), the undersigned counsel, Andrew Todd Rich and BWW Law Group, LLC, hereby files this Notice of Default (the “Notice of Default”), and respectfully represents as follows:

1. The Movant is the beneficiary under a Deed of Trust executed by Mark Anthony Anderson (the “Debtor”) and Lataunia Anderson (the “Co-Debtor”), which encumbers the real property known as 1411 Admiral Drive, Woodbridge, VA 22192 (the “Property”).

2. A Consent Order Modifying Automatic Stay and Co-Debtor Stay was entered by the Court in this case on August 9, 2019 (the “Consent Order”). The Debtor is in default under the terms of the Consent Order. The Debtor has failed to make the following payments required by the terms of the Consent Order (the “Default”):

April 1, 2020 Post Petition Payment	\$1,871.82
May 1, 2020 Post Petition Payment	\$1,871.82
Suspense	\$-84.54

3. Pursuant to the terms of the Consent Order, within fourteen (14) days of the date of this Notice of Default, the Debtor or Chapter 13 Trustee (the “Trustee”) must either: (a) cure the Default by

BWW#:VA-312479

---

Andrew Todd Rich, VSB#74296  
8100 Three Chopt Rd., Suite 240  
Richmond, VA 23229  
(804) 282-0463  
*Counsel for the Movant*

tendering to the Movant \$3,759.10 (the total amount of the Default, which includes \$100.00 for attorney's fees associated with the filing of this Notice of Default) in certified funds at the payment address listed in paragraph no. 4 below; (b) file an objection stating that no default exists; or (c) file an objection with the court stating any other reason why an Order granting relief from the automatic stay should not be entered.

4. Any cure of the Default must include payment of all amounts set forth herein, as well as payments which have subsequently become due under the terms of the Consent Order and any amounts that are due at the time the Default is cured. Acceptance of partial payment by the Movant during the 14-day cure period shall not constitute a satisfaction or waiver of the Notice of Default. Any cure payments should be sent to the following address:

NewRez LLC d/b/a Shellpoint Mortgage Servicing  
P.O. Box 10826  
Greenville, SC 29603-0826

5. If the Debtor or Trustee do not take one of the actions set forth in paragraph no. 3 hereinabove, the Movant may file a certificate with the court stating that the Movant has complied with the terms of the Order, and the court may grant relief from the automatic stay without further notice to the Debtor. If the automatic stay is terminated, the Property may be sold at foreclosure.

Respectfully Submitted,

Dated: June 26, 2020

/s/ Andrew Todd Rich  
Andrew Todd Rich, VSB# 74296  
BWW Law Group, LLC  
8100 Three Chopt Rd., Suite 240  
Richmond, VA 23229  
(804) 282-0463 (phone)  
(804) 282-0541 (facsimile)  
bankruptcy@bww-law.com  
*Counsel for the Movant*

**CERTIFICATE OF SERVICE**

I certify that on this 26th day of June, 2020, the following persons were or will be served a copy of the foregoing Notice of Default via the CM/ECF system or by first class mail, postage prepaid:

Thomas P. Gorman, Trustee  
300 N. Washington St. Ste. 400  
Alexandria, VA 22314

Nathan Andrew Fisher, Esq.  
3977 Chain Bridge Rd, #2  
Fairfax, VA 22030

Mark Anthony Anderson  
1411 Admiral Drive  
Woodbridge, VA 22192

Lataunia Anderson  
1411 Admiral Drive  
Woodbridge, VA 22192

/s/ Andrew Todd Rich

Andrew Todd Rich, Esq.  
Attorney  
BWW Law Group, LLC